

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

PHAEDRA R. SHIVELY,

Plaintiff,

vs.

No. CIV 98-809 LCS

SANTA FE PREPARATORY SCHOOL INC.,

Defendant.

CONCLUSIONS OF LAW

This case came before the Court for a non-jury trial on November 15, 1999. The Court heard the testimony of the witnesses, reviewed the exhibits, and, on November 18, 1999, orally entered its findings of fact. From those findings, and including the stipulated facts, the Court concludes as follows:

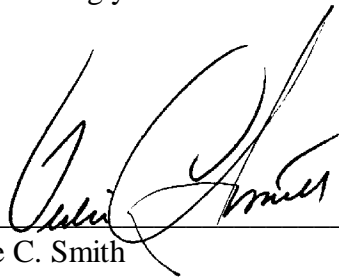
1. This Court has jurisdiction over the subject matter and the parties in this case.
2. An express contract existed between Ms. Shively and Santa Fe Preparatory School which required the School provide just cause if it did not renew her teaching contract.
3. Santa Fe Preparatory School did not have just cause for not renewing Ms. Shively's contract, so its actions constituted a breach of that contract.
4. As a proximate result of Santa Fe Preparatory School's breach of the express contract, Ms. Shively was damaged in the amount of \$60,000.00.

5. Plaintiff has failed to convince the Court with a preponderance of the evidence on each and every issue joined in her age discrimination claim except those stipulated to by the parties.

6. Ms. Shively's age was not a motivating factor in Santa Fe Preparatory School's decision to terminate her employment.

7. Plaintiff is not entitled to any relief on her ADEA claim.

Judgment shall be entered accordingly.

A handwritten signature in black ink, appearing to read 'Leslie C. Smith', is written over a horizontal line.

Leslie C. Smith
UNITED STATES MAGISTRATE JUDGE

